

**REGULAR MEETING AGENDA OF THE
CITY COUNCIL OF LAYTON, UTAH**

PUBLIC NOTICE is hereby given that the City Council of Layton, Utah, will hold a regular public meeting in the Council Chambers in the City Center Building, 437 North Wasatch Drive, Layton, Utah, commencing at **7:00 PM on August 21, 2014.**

AGENDA ITEMS:

1. CALL TO ORDER, PLEDGE, OPENING CEREMONY, RECOGNITION, APPROVAL OF MINUTES:

- A. Minutes of Layton City Council Special Meeting - July 16, 2014
- B. Minutes of Layton City Council Work Meeting - August 7, 2014
- C. Minutes of Layton City Council Meeting - August 7, 2014

2. MUNICIPAL EVENT ANNOUNCEMENTS:

3. CITIZEN COMMENTS:

4. VERBAL PETITIONS AND PRESENTATIONS:

5. CONSENT ITEMS:(These items are considered by the City Council to be routine and will be enacted by a single motion. If discussion is desired on any particular consent item, that item may be removed from the consent agenda and considered separately.)

- A. Alcohol Beverage Manufacturing License and Package Agency License – Darin James Cellars LLC DBA Dionysian Cellars – 1558 West Hill Field Road, Suite 2
- B. Off-Premise Beer Retailer License – Anoosha Brother Inc. DBA Kwick Stop – 2601 North Hill Field Road
- C. Land Donation Agreement, Quit-Claim Deed, and Deed of Easement between Layton City and Wayne Belleau and Teton Investment Holding, LP n/k/a Teton Investment Holding, LLC, for the Construction of a Public Right-of-Way and a Public Utility Easement - Resolution 14-59 - Approximately 2250 North and 1300 West.

6. PUBLIC HEARINGS:

7. PLANNING COMMISSION RECOMMENDATIONS:

8. NEW BUSINESS:

9. UNFINISHED BUSINESS:

10. SPECIAL REPORTS:

ADJOURN:

Notice is hereby given that:

- A Redevelopment Agency (RDA) Meeting will be held at 5:30 p.m. A Work Meeting will be held at 5:30 p.m. to discuss miscellaneous matters. A Closed Door Meeting will be held at the end of Work Meeting to discuss purchase, exchange or lease of real property, including any form of a water right or water shares.
- In the event of an absence of a full quorum, agenda items will be continued to the next regularly scheduled meeting.
- This meeting may involve the use of electronic communications for some of the members of this public body. The anchor location for the meeting shall be the Layton City Council Chambers, 437 North Wasatch Drive, Layton City. Members at remote locations may be connected to the meeting telephonically.
- By motion of the Layton City Council, pursuant to Title 52, Chapter 4 of the Utah Code, the City Council may vote to hold a closed meeting for any of the purposes identified in that chapter.

Date: _____ **By:** _____
Thieda Wellman, City Recorder

LAYTON CITY does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify Layton City eight or more hours in advance of the meeting. Please contact Kiley Day at 437 North Wasatch Drive, Layton, Utah 84041, 801.336.3825 or 801.336.3820.

D R A F T

MINUTES OF LAYTON CITY COUNCIL SPECIAL MEETING

JULY 16, 2014; 6:37 P.M.

MAYOR AND COUNCILMEMBERS

PRESENT:

**MAYOR BOB STEVENSON, JOYCE BROWN,
TOM DAY, AND JOY PETRO**

ABSENT:

JORY FRANCIS AND SCOTT FREITAG

STAFF PRESENT:

**ALEX JENSEN, GARY CRANE, DAVE THOMAS,
ED FRAZIER AND THIEDA WELLMAN**

The meeting was held in the Northridge High School Auditorium.

Mayor Stevenson welcomed everyone and explained that he would go through a slide presentation and then answer questions. He thanked everyone for their time.

AGENDA:

FIBER OPTIC NETWORK UPDATE/MACQUARIE PROPOSAL DISCUSSION

Mayor Stevenson indicated that no decision had been made on the Macquarie proposal to the cities. This was an information gathering period, and Layton City wanted public input.

Mayor Stevenson reviewed information in the presentation. He reviewed the history of UTOPIA and explained why fiber made sense and what the benefits of fiber were. Mayor Stevenson explained internet speed comparisons between fiber, broadband, etc. He reviewed information about the UTOPIA and UIA bonds and the cost to the City and citizens going forward.

Mayor Stevenson reviewed information about Macquarie and the proposal. He reviewed disadvantages and advantages of the Macquarie proposal.

Mayor Stevenson provided information about how UTOPIA could be a cost savings when compared to what the incumbents were charging. He reviewed information relative to potential citizen benefits.

Mayor Stevenson explained the problem the City was facing with the bond debt; even if the network went dark the City would still have to pay the bond debt. He explained that Layton City and West Valley were not built out like some of the other cities. Mayor Stevenson explained problems with shutting down

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the network. He indicated that Layton was on the hook for the bonds regardless if the system was shut down or not. Mayor Stevenson said the City was in the situation where there was no money to build out Layton City; status quo would not improve Layton's situation. He said Layton's payment was 2.6 million dollars a year now and would eventually go up to 4 million dollars a year. Mayor Stevenson said with the Macquarie deal the City would have service. He said this was a very difficult situation.

Mayor Stevenson introduced Councilmembers Petro, Brown and Day. He opened the meeting for questions.

A citizen asked what the operational status of UTOPIA was now.

Mayor Stevenson said Layton was only 12% built out. He said services were available in those areas and they were trying to maintain current service.

A citizen asked what it would cost to actually get internet service.

Mayor Stevenson explained that everyone would receive basic service at no additional cost.

Peter Ashdown with XMission said the utility fee would include free basic service. He said in order to use the network, they had to provide the basic service for free.

Mayor Stevenson said the \$20 fee would give everyone basic internet and telephone. He explained that the fee would not go up over time.

A citizen asked if more bonds would be issued.

Mayor Stevenson said no; all costs associated with building out the network would be covered by Macquarie.

A citizen asked what was to stop Macquarie from charging the ISPs more to lease the network.

Mayor Stevenson said he understood that the contract would include things such as that.

Gary Crane, Layton City Attorney, said Macquarie would be locked into the price for 30 years. He said Macquarie would not be involved in setting the transport fee; it would be controlled by the cities.

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A citizen asked if net neutrality could be guaranteed.

Pete Ashdown said the reason Comcast was yanking Netflix around was because Netflix had no other choice; if he did that his customers would go to the competition.

A citizen stated that the 3 years to build out the network was unreasonable. He said the City was growing; would they accommodate new growth.

Mayor Stevenson said new developments were required to install fiber into their subdivisions. He said fiber was being installed now as subdivisions were being developed.

A citizen asked if the cities would be responsible for maintenance of the network.

Mayor Stevenson said no; Macquarie would cover that cost.

A citizen asked what would happen to Macquarie after 30 years.

Mayor Stevenson said a separate deal could be worked out at that time.

A citizen asked how this would affect services in the City; money was being poured into UTOPIA instead of services. Utility bills were continually going up, but no new services were being provided.

Mayor Stevenson said the most recent increase on the utility bills was a direct pass through from the sewer district; the street lighting fee was to update the City's street light system. He said money going to UTOPIA did come from the City's pocket and other things such as street improvements were suffering.

A citizen asked what the original bonds paid for.

Mayor Stevenson said they paid for infrastructure, especially in Lindon, Brigham City and Perry. He said very little infrastructure was installed in Layton.

A citizen stated that after the meeting last evening, he did some research. He presented his monthly July bills for telephone and internet services. He said he paid \$35 for telephone, another \$12 for long distance, and another \$35 for internet, and he was paying for 12 Mbs but was actually receiving 3 to 5 Mbs. He

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said the total telephone bill was \$111 a month. He said the City had done some research and found a way for him to pay only \$20 a month for that same service. He said in addition, he had Direct TV and he was being charged \$180 a month for that service. The same services he was paying \$291 a month for were being offered in Provo for \$99 a month. He said he would take that savings any day of the month. He suggested that residents look at their bills and determine what this might do for them. He said there was already a demonstrated savings in other locations where there was competition.

Mayor Stevenson said the elected officials did not want to create a fee, but if citizens could be saving money it would be easier to swallow.

A citizen commented that copper was at the highest speed it could handle; it would fail with newer technology. He said going to fiber was good; we have outlived copper. The presentation indicated that 23,379 homes would be paying the fee; wouldn't businesses pay the fee too.

Mayor Stevenson said yes, businesses would be paying a slightly higher fee. He said the information in the presentation only looked at residences.

A resident asked if the phone service would be VOIP.

Councilmember Brown said it would be VOIP.

A citizen commented that there were 11 cities originally in UTOPIA. The cities voting to move forward with the Macquarie proposal was down to 6. What would happen if Layton was the only city standing?

Mayor Stevenson said Macquarie was in the process of studying the numbers. He said Orem was the most expensive city to build. Mayor Stevenson said Macquarie was coming back with additional information. He said the five cities that were not part of this proposal would not be walking away from the bonds or the operating costs; they would be paying more for the service and for updating their system.

A citizen asked if an opt-out option would be up to the City.

Mayor Stevenson said this was Macquarie's proposal to the City; the City would go back to Macquarie with its proposal. He said there had to be some way to opt-out of the system, but that had not been determined.

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A citizen indicated that she lived on a private street that wasn't owned by the City. She asked if Macquarie would install fiber in her street and pay for the costs of repairing the road.

Mayor Stevenson said yes; there were still utilities in the private street. He said the large incumbent service providers would not spend the money to go into a costly area; Macquarie would go into every area.

A citizen said this all sounded good, but he cautioned the City to be careful to not put good money after bad money; don't make another bad decision. If all the information was favorable, he was in favor of going forward with it.

Mayor Stevenson said the money that would be put into the system would be Macquarie money, not additional bond money. He said if they failed the City would owe them nothing.

Gary Crane said Milestone 1 involved Macquarie vetting the larger provider companies; Milestone 2 would involve a lot of the work that would provide this type of information. Feasibility companies had been hired to review the information. He explained some of the things Alcatel Lucent and Fujitsu were doing in the world.

A citizen stated that the City should know the opt-out percentage before making the deal with Macquarie; all of this information was supposition. He said the City hadn't been very careful with its money.

A citizen commented that the City didn't know all of the details of the report; there would be an increase each year to the fee.

Mayor Stevenson said this was Macquarie's proposal; the cities would be going back to Macquarie with their proposal.

A citizen said if UTOPIA was in the red, who paid the bill.

Kurt Sudweeks, UTOPIA Financial Officer, said currently there were 8 million dollars in revenue; operating expenses were slightly higher than that. He said the cities were paying the shortage of operating costs.

A citizen indicated that over the 30 years, there would need to be a bunch of upgrades made to the

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system.

Mayor Stevenson said Macquarie would be paying for all upgrades to the system over the 30 year period.

A citizen commented that for \$20 a month for every home in the City Macquarie would make a lot of money.

Mayor Stevenson said no doubt; they were a company and their goal was to make money.

Gary Crane said Macquarie's return on investment was 13% when factoring in operating costs and costs to refresh the system.

A citizen indicated that the presentation was a sales presentation; the City needed to study the proposal and determine what could go wrong.

Gary Crane indicated that private legal counsel had been hired to review the proposal. He explained the experts that had been hired to review the information, and said additional experts would be hired if they were necessary.

A citizen stated that he had worked for 26 years in the telecom industry. He said 2 years ago he signed up for UTOPIA and the speed was phenomenal. He said he paid for 25 Mbs and was receiving 28 to 30. He said he had paid a fee to have that go to his house; would he continue to pay that fee.

Gary Crane said Macquarie was looking at the option of buying those installation fees or crediting that back to the people on their future bills.

A citizen asked what 30 Mbs would cost today.

A citizen said he had 100 Mbs and over three years the cost had gone down from \$120 to \$72 a month; and the speed was guaranteed.

A citizen said he understood that people who had fiber were very happy with the service and the cost. He said UTOPIA was broke because it wasn't charging enough for the services they provided. Macquarie would have the same problem.

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Gary Crane said UTOPIA was not broke; they hadn't failed on any of their bonds. He said in comparison, the UTA line to Salk Lake City cost 9 billion dollars and serviced 1,400 people daily. Gary said Macquarie's break even fee was the \$20 per household. He said how the City paid that, if they allowed opt-out options, would be up to the Council.

A citizen asked if the law changed in how cities could do fiber networks.

Gary Crane said the State Legislature only allowed cities to wholesale the network, not retail. The Legislature stopped the cities from doing what Spanish Fork was doing with their network, which had an 89% take rate.

A citizen asked if the ISPs would run lines into the house or only to the outside.

Brian Crane with Sumo Fiber said cable would be run into homes.

A citizen thanked the Mayor and Council for having these meetings to inform the public. He said the video clip of Kansas City talked about Google and how great fiber was, but Google paid for that network. He said he had a problem with businesses making money off of a forced fee. He asked if the 3 Mbs would stay at 3 Mbs for the 30 years when technology would go up. He asked if the cities would be getting other bids from other companies for taking over the network. He said this was a sales pitch; there needed to be information from the opposing side.

Mayor Stevenson said he thought another RFP had come in from First Digital and was being reviewed. He said the City was not trying to sell the citizens; this was what Macquarie was proposing and the City was just trying to gather information.

A citizen asked if Macquarie's track record had been vetted.

Alex Jensen, City Manager, said Macquarie didn't have a long track record in the United States for doing this type of infrastructure; they did have extensive experience in the United States and worldwide in constructing, managing and refreshing public infrastructure. He said Macquarie managed over 360 billion dollars in infrastructure for things such as ports and mass transit facilities. Alex said Macquarie was hired by England to provide all of the telecommunication services for the London Olympics and they built and operated the emergency radio system for the United Kingdom. He said this was a relative small project for Macquarie. Alex said Macquarie was the leading public, private partnership financier and

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operator in the world.

A citizen said if 5 out of the 11 cities had already said no to the proposal that spoke volumes. He said maybe the City needed to consider that. He said he was concerned that this was a forced tax on residents that would be a great benefit for Macquarie.

A citizen asked if this was a fixed cost contract.

Alex Jensen said the proposed contract was a fixed cost contract for the construction of the network. He said it would also provide for a specific completion date. Alex said if the cost was not met, or the date was not met, Macquarie was responsible for the ultimate costs or damages associated with that.

A citizen recommended that the City put together a committee to review the proposal back to Macquarie that included local business members and IT professionals.

A citizen asked if anyone had approached the incumbents to purchase the network. The City needed to look at other ways to get out of the debt.

Mayor Stevenson said the UTOPIA network was an open system, which meant that anyone could provide services over the network. He said CenturyLink would want the system closed.

A citizen said there had been a lot of comments about not making the citizens pay for this, but everyone was already paying for the bonds. He said now it was out in the open and the fee would be better identified. He said UTOPIA was a good idea 12 years ago and it was still a good idea. He said his concern was what was different about what was being decided today over what was decided 12 years ago. He said something failed; the business model or mismanagement. He said he wanted to make sure we didn't make the same mistake again; if it was UTOPIA's mismanagement he would love to see UTOPIA get jettisoned somehow. He said the incumbents poured a lot of money into anti-UTOPIA propaganda.

A citizen asked why UTOPIA didn't have to pay for failing to fulfill their end of the contract.

Alex Jensen said UTOPIA was not a separate organization from the cities; UTOPIA was an entity created by the cities. He said the cities were UTOPIA and UTOPIA was the cities. Alex said the cities did not band together and hire an outside organization to build and operate the network; the cities did that

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themselves. He said there was originally a consultant that was involved in that process; there was no outside entity to terminate a contract with. Alex said there had been turnover in staffing and management, and changes that had occurred throughout the years with an effort to rely less on the cities' personnel because this was different from what most cities were involved in. He said there was no outside third party that had not performed on their agreement. Alex said there had been other issues with the federal government and loans that had been promised and not delivered, and mistakes had been made.

Alex said the biggest problem was that over time, as the project had floundered and flailed a little bit, some cities had lost the political will to stay involved and see it through. He said every two years new elected officials came on board that may or may not support it, and a reeducation process had to be done. Alex said in his view this was the primary reason why the cities had gotten to this point. He said the network was continuing to be built, and for the last three years, under the new model, UIA had been making enough money to cover all of its debt for operational expenses. Alex said the problem was that the original debt was not being covered and for the foreseeable future would not be covered. He said without this or a similar proposal the system would continue to limp along.

A citizen said the 30 to 50% take rate had never been realized when they offered a free service; this was an unproven model. He said the 20 GB was a hard cap; when you had VOIP and you hit a hard cap the phone would not work whether you were trying to dial 911 or your neighbor. He said the City needed to make sure there was not a hard cap in this deal.

Mayor Stevenson said the Council and other cities had talked about this.

Peter Ashdown said Macquarie had been open to discussion of not hard capping or lowering speed so that residents could still get VOIP.

Mayor Stevenson thanked everyone for their input. He said the Council was working very hard to get all the information they needed to make a good decision.

The meeting adjourned at 9:41 p.m.

Thieda Wellman, City Recorder

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MINUTES OF LAYTON CITY COUNCIL WORK MEETING

AUGUST 7, 2014; 5:33 P.M.

MAYOR AND COUNCILMEMBERS PRESENT:

**MAYOR BOB STEVENSON, JOYCE BROWN,
TOM DAY, SCOTT FREITAG AND JOY PETRO**

ABSENT:

JORY FRANCIS

STAFF PRESENT:

**ALEX JENSEN, GARY CRANE, BILL WRIGHT,
TERRY COBURN, KENT ANDERSEN AND
THIEDA WELLMAN**

The meeting was held in the Council Conference Room of the Layton City Center.

Mayor Stevenson opened the meeting and turned the time over to Staff.

AGENDA:

PRESENTATION – DAVIS COUNTY ANIMAL CONTROL AND BEST FRIENDS ANIMAL SOCIETY

Clint Thacker with Davis County Animal Control introduced Arlyn Bradshaw with Best Friends Animal Society, Lindsey Nielsen, and Allison Stapleton. Mr. Thacker said they were working with Best Friends to get Davis County to a no kill status; currently they were at 88%.

Mayor Stevenson asked if more animals were coming into the shelter as the County's population increased.

Mr. Thacker said they stayed fairly static at about 10,000 animals a year.

Councilmember Freitag asked if 88% left the shelter to go to homes.

Mr. Thacker said no; they left the shelter alive, but some went to other shelters.

Arlyn Bradshaw said their TNR (trap, neuter, return) program for community cats was implemented in Salt Lake City in 2010 and it had been very successful. He said in Utah 52% of all cats that enter shelters were killed compared to 17% of dogs. Mr. Bradshaw said in Davis County only 5% of the cats were

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returned to a home. He said there were a lot of cats without a home and there were feral cats. Mr. Bradshaw said Layton City's cat intake was approximately 1,100 cats a year with approximately 600 killed.

Mr. Bradshaw said the TNR program returned community cats to where they were picked up. He said State Code didn't require community cats to be held in the shelter for 5 days, and they were exempt from licensing requirements. Mr. Bradshaw said the catch and kill program that had been used for years was not working; cat populations were increasing. He said the benefits of the TNR program included reduced shelter admission and operating costs; safer communities with vaccinated animals; it reduced nuisance complaints; and it reduced the size of the feral cat colonies. Mr. Bradshaw said with the program implemented in Salt Lake County in 2010, today the shelter had a 90% live release rate for cats and complaint calls had significantly reduced.

Mr. Bradshaw said Best Friends could implement this program in Layton; they had the support of Davis County Animal Control.

Mr. Thacker indicated that Davis County could not successfully implement the program without the City's cooperation. He said the City would need to make some changes to the City Code referencing community cats.

Mayor Stevenson asked why the City wouldn't want to do this.

Mr. Thacker said it was a new and innovative idea; citizens making complaints about a feral cat would see the cat trapped, neutered and then released back to the same area. He said residents might complain about the same cat. Mr. Thacker said Best Friends would cover all the cost, and they had even gone as far as installing chicken wire at residences where the resident had complained about community cats getting into their yards.

Mr. Bradshaw said very often people were more understanding when they realized that the alternative was that the cat would be euthanized.

Councilmember Petro said the City was charged \$25 for each animal pickup; would the City be charged a second time if the same cat was picked up.

Councilmember Brown said that would be hard to explain to the citizens if the City had to pay over and

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over again for the same animal to be picked up.

Mr. Thacker said after three times the cat would be euthanized.

Mr. Bradshaw said ultimately the City's intake would go down over time. He said Animal Control Officers were trained not to pick up animals in the program.

Mr. Thacker explained how some cats were adopted out and not put in the TNR program.

Councilmember Petro asked if residents trapped cats, could they call Best Friends and avoid charges from Davis County.

Mr. Bradshaw said they partnered with local veterinarians, through a voucher program, where residents could take trapped cats for sterilization.

Councilmember Day asked if the City would be charged multiple times for the same cat.

Mr. Thacker said yes; the City could be charged two times for the same cat. Once the same cat was picked up the third time it would be euthanized.

Mr. Bradshaw said as cats were sterilized the cat population would go down, which would reduce overall costs.

Councilmember Brown said she would need to see what the impact would be with the ordinance changes.

Mayor Stevenson said the City would take a look at this.

PRESENTATION – CLEARFIELD/LAYTON UTAH TRANSIT AUTHORITY (UTA) CIRCULATOR FEASIBILITY STUDY

Hal Johnson with UTA introduced himself and Eddy Cummings, Regional General Manager of the Ogden Business Unit, which operated the buses that served Layton City. Mr. Johnson said last year UTA started a circulator study that had been requested by Clearfield City. He said Layton City participated in the study and provided some funding.

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Mr. Johnson presented information about the project and problems with last mile circulation options relative to the commuter rail stations. He discussed major employers in the area and providing bus service from the train station to areas such as Hill Air Force Base. Mr. Johnson discussed issues with moving people around the base during the day.

Mr. Cummings explained a cooperative effort with Enterprise Car Rental to place cars on the base for use by participants.

Mr. Johnson discussed the Freeport Center and a pedestrian cross-over going over the freight rail line they were working on with Clearfield City. He displayed a map of Layton circulation and for bus service that would connect the Layton station and Clearfield station.

Mr. Johnson discussed capital costs and ongoing operational costs for the circulator system. He said the next steps would be to explore funding options for circulator routes and evaluate pedestrian bridge connections to the Freeport Center. Mr. Johnson said UTA had no bond funding available until 2025 for new services. He thanked Layton for helping to fund the study.

Mayor Stevenson expressed appreciation to UTA for their work with the recent air show.

UPDATE – ANTELOPE DRIVE ROUNDABOUTS AND PROGRESS OF OTHER PUBLIC WORKS PROJECTS

Terry Coburn, Public Works Director, gave the Council a brief update on several projects ongoing in the City. He said the Storm Sewer Master Plan was about 70% complete with anticipated completion in late September. Terry said the City's FEMA appeal of the new proposed flood plain maps was 95% complete. He said the City was waiting to hear from the Federal Government on the FEMA appeal.

Terry said the Master Transportation Plan being completed by Horrocks Engineering was approximately 75% complete; the next step was to present options for 2200 West and 2700 West, and hold a public open house in September, with completion sometime in November.

Terry said the Water Master Plan was about 75% complete with a target for completion by the end of October. He said the Sewer Management Plan was approximately 50% complete.

Terry said the 285 West storm drain and land drain project was complete. He said the 2013 storm drain

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small repairs project was complete and the televising and cleaning of the storm drain sewer system was about 20% complete and would be completed by the end of the fiscal year. Terry said the goal for the Cherry Lane water line project was to complete all work before school started at the end of the month, and the Evergreen waterline project off of Cherry Lane was estimated to be completed by September 15th.

Terry said the Antelope Drive intersection roundabouts were moving along. He said there was a massive amount of work being done; this was not a simple project. Terry said this would be very beneficial to the citizens, especially as Antelope Drive was connected to Highway 89. He said the Oak Forest roundabout was coming along and was about 40% completed. Terry said both roundabouts should be completed by October 1st.

Terry said the Robins Drive PRV project would be done by the middle of September. He said the Antelope Drive frontage road project would start in a couple of weeks and would be completed by November 1st. Terry said the various overlay projects would be done by September 1st.

Councilmember Brown said she had received a lot of feedback on the Gentile Street project.

Terry said the Gentile Street project was done by the City's crews with recently purchased equipment. He said with the recent golf tournament at Valley View Golf Course it was important to get that done quickly.

Councilmember Petro thanked Staff for repairs to King Street. She asked about the sewer project on Weaver Lane, particularly with the staging area.

Terry said that was a North Davis Sewer District project.

Alex Jensen, City Manager, said he had met with some of the residents in the area. He said they were concerned that this was a City project and the City would continue to use that area as a staging area for all kinds of projects in the future. Alex said he assured them that this was a unique situation and was not likely to happen again. He said with a project this big, the City had the choice of providing this area for staging material, or have the materials staged in a public street, which would create a significant issue. Alex said the contractor would clean the site when they were done, and the residents were happy with the explanation.

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Councilmember Day asked what the long term plans were for the property.

Alex said the property was acquired through a trade with the property owners. He said it was acquired for a park, but there was no scheduled time for completing the park.

Councilmember Day said the median that was installed in front of the Charter School should make a big difference with traffic issues.

Councilmember Freitag asked if the median would be extended.

Terry said it was as far as it was going.

Councilmember Freitag asked if Angel Street, between Gordon Avenue and Main Street, was on the repair schedule.

Terry said he didn't have that information; he would let Councilmember Freitag know.

There was discussion about the condition of 3100 North near the dump.

Mayor Stevenson said in a meeting earlier today, there was discussion suggesting that the County should help in maintaining that road as everyone accessing the dump used the road. He mentioned a separate access to the dump being discussed by Wasatch Integrated that would cross their property and move traffic off of 3100 North. Mayor Stevenson said Wasatch Integrated was very open to making this happen. He suggested that Staff be involved with that discussion to make sure it met the City's needs.

Councilmember Freitag asked about the work being done by UDOT near the Hill Field/I-15 overpass. He said lanes were being closed every evening.

Patrick Cowley with UDOT said it was part of their investigation into utilities in the area.

CLOSED DOOR:

MOTION: Councilmember Freitag moved to close the meeting at 6:32 p.m. to discuss the purchase, exchange or lease of real property. Councilmember Petro seconded the motion, which passed unanimously.

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The closed door meeting suspended at 6:59 p.m. for the regular meeting.

The closed door meeting reconvened at 7:25 p.m.

MOTION: Councilmember Brown moved to open the closed door meeting at 7:58 p.m. Councilmember Petro seconded the motion, which passed unanimously.

The meeting adjourned at 7:58 p.m.

Thieda Wellman, City Recorder

SWORN STATEMENT

The undersigned hereby swears and affirms, pursuant to Section 52-4-205(1) of the Utah Code Annotated, that the sole purpose for the closed meeting of the Layton City Council on the **7th day of August, 2014**, was to discuss the purchase, exchange or lease of real property.

Dated this 21st day of August, 2014.

ATTEST:

ROBERT J STEVENSON, Mayor

THIEDA WELLMAN, City Recorder

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MINUTES OF LAYTON CITY COUNCIL MEETING

AUGUST 7, 2014; 7:01 P.M.

MAYOR AND COUNCILMEMBERS PRESENT:

**MAYOR BOB STEVENSON, JOYCE BROWN,
TOM DAY, SCOTT FREITAG AND JOY PETRO**

ABSENT:

JORY FRANCIS

STAFF PRESENT:

**ALEX JENSEN, GARY CRANE, BILL WRIGHT,
TERRY COBURN, TERRY KEEFE, KENT
ANDERSEN AND THIEDA WELLMAN**

The meeting was held in the Council Chambers of the Layton City Center.

Mayor Stevenson opened the meeting and led the Pledge of Allegiance. Councilmember Brown gave the invocation. Scouts and students were welcomed.

MINUTES:

MOTION: Councilmember Brown moved and Councilmember Freitag seconded to approve the minutes of:

Layton City Council Special Meeting – July 15, 2014.

The vote was unanimous to approve the minutes as written.

MUNICIPAL EVENT ANNOUNCEMENTS:

Councilmember Brown indicated that the Family Recreation Program would have a free movie night at the amphitheater on Monday, August 11th beginning at 9:00 p.m. She said they would be showing Despicable Me 2 and there would be free movie treats.

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PRESENTATIONS:

YEARS OF SERVICE AWARDS

Alex Jensen, City Manager, said one of the small things the City did was try to recognize employees for their years of service. He said employees with 20 or more years of service were recognized at a City Council meeting. Alex recognized Deanne Taylor and Val King from the Fire Department; Shawn Lewis and Shawn Horton from the Police Department; and Justin Anderson and Johnny Gallegos from the Public Works Department. The employees in attendance came forward to receive their plaques and to shake hands with the Mayor and Council.

Alex said he considered it a privilege to work with the City's employees, which he considered the greatest asset of the City. He recognized the employees' families for their support and sacrifice.

CONSENT AGENDA:

PUBLIC UTILITY EASEMENT VACATION AND NEW PUBLIC UTILITY EASEMENT ACCEPTANCE – ISLAND VIEW RIDGE SUBDIVISION – 32 SOUTH 3525 WEST AND 26 SOUTH 3525 WEST – RESOLUTION 14-58

Mayor Stevenson recused himself from this item.

Bill Wright, Community and Economic Development Director, said Resolution 14-58 was a request for a public utility easement vacation and a new public utility easement, and the City's acceptance of the easement. He said this came about with a lot line adjustment between two lots in the Island View Ridge Subdivision. Bill said Mr. Stevenson was requesting the easement vacation and new easement to accommodate a lot-line adjustment for a three car garage on one of the lots. He said the lot-line adjustment had been approved administratively through his office. Bill said Staff recommended approval.

MOTION: Councilmember Freitag moved to approve the Consent Agenda as presented. Councilmember Petro seconded the motion, which passed unanimously.

Mayor Stevenson indicated that the cities had determined to put the decision on the fiber optic issue to a vote of the people. He said at the next City Council meeting the Council would be voting on placing that on the

D R A F T

November ballot.

The meeting adjourned at 7:16 p.m.

Thieda Wellman, City Recorder

**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.A.

Subject:

Alcohol Beverage Manufacturing License and Package Agency License – Darin James Cellars LLC DBA Dionysian Cellars – 1558 West Hill Field Road, Suite 2

Background:

Dionysian Cellars is requesting an alcohol beverage manufacturing license and package agency license. These licenses are required by the Utah Code – Alcohol Beverage Control Act for the operation of a winery. The applicant, Darin James Evans, desires to operate a winery that produces grape wines. There will be a tasting room and a sales area, as allowed under state law, on the same premises as the winery. The winery is located in a Heavy Manufacturing/Industrial M-2 zoning district and fronts West Hill Field Road, which is classified as an arterial street in the Layton City Master Street Plan.

Section 5.16.020 of the Layton City Code regulates a liquor license with the following location criteria.

(1) Liquor license premises may not be established within 600 feet of any public or private school, church, public library, public playground, school playground or park measured following the shortest pedestrian or vehicular route.

(2) Liquor license premises may not be established within 200 feet of any public or private school, church, public library, public playground or park measured in a straight line from the nearest entrance of the proposed outlet to the nearest property boundary of the above named.

The attached map illustrates the 200-foot buffer circle and the 600-foot buffer circle. Currently there are no parks, schools, libraries or churches within the 200-foot or 600-foot distances. The location meets the location criteria.

The criminal background check on Darin James Evans has been submitted to the Police Department for review and has been approved.

Alternatives:

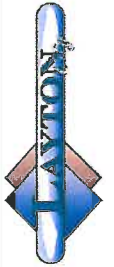
Alternatives are to 1) Approve an alcohol beverage manufacturing license and package agency license for Darin James Cellars LLC DBA Dionysian Cellars; or 2) Deny the request.

Recommendation:

Staff recommends the Council approve the alcohol beverage manufacturing license and package agency license for Darin James Cellars LLC DBA The Dionysian Cellars.



**Darin James Cellars LLC
DBA Dionysian Cellars
1558 West Hill Field Rd., Suite 2**



**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.B.

Subject:

Off-Premise Beer Retailer License – Anoosha Brother Inc. DBA Kwick Stop – 2601 North Hill Field Road

Background:

Mohammad Khan, the owner of Anoosha Brother Inc. DBA Kwick Stop, is requesting an off-premise beer retailer license. The business is undergoing an ownership/management change, which requires a new off-premise beer retailer license.

Section 5.16.100 of the Layton City Code regulates beer retailer licenses with the following location criteria.

(1) An off-premise beer retailer license may not be established within 600 feet of any public or private school, church, public library, public playground, school playground or park measured following the shortest pedestrian or vehicular route.

(2) An off-premise beer retailer license may not be established within 200 feet of any public or private school, church, public library, public playground, school playground or park measured in a straight line from the nearest entrance of the convenience store to the nearest property line.

The attached map illustrates the 200-foot buffer circle and 600-foot buffer circle. Currently there are no parks, schools, libraries or churches within the 200-foot or 600-foot distances to Anoosha Brother Inc. DBA Kwick Stop. The location meets the location criteria.

The criminal background check on Mohammad Khan has been submitted to the Police Department for review and has been approved.

Alternatives:

Alternatives are to 1) Approve the off-premise beer retailer license for Anoosha Brother Inc. DBA Kwick Stop; or 2) Deny the request.

Recommendation:

Staff recommends the Council approve the off-premise beer retailer license for Anoosha Brother Inc. DBA Kwick Stop.



Anoosha Brother Inc.
DBA Kwick Stop
2601 N. Hill Field Road



**LAYTON CITY COUNCIL MEETING
AGENDA ITEM COVER SHEET**

Item Number: 5.C.

Subject:

Land Donation Agreement, Quit-Claim Deed, and Deed of Easement between Layton City and Wayne Belleau and Teton Investment Holding, LP n/k/a Teton Investment Holding, LLC, for the Construction of a Public Right-of-Way and a Public Utility Easement - Resolution 14-59 - Approximately 2250 North and 1300 West.

Background:

The City intends to build a public road connecting 2250 North and Antelope Drive at approximately 1300 West. The right-of-way would be located on property presently owned by Wayne Belleau and Teton Investment Holding, LP n/k/a Teton Investment Holding, LLC (hereinafter "Donors"). Because the proposed right-of-way will benefit Donors' remaining property by providing improved access, Donors have agreed to donate the necessary land to the City for the right-of-way and a public utility easement in exchange for the City bearing the cost of constructing the public right-of-way. The Land Donation Agreement also includes a provision for the City to construct a sewer line running to Donors' property at Donors' expense. The sewer line will be constructed by the City, and Donors will reimburse the City for the construction cost. Both Donors have agreed to sign the Land Donation Agreement and Quit-Claim Deed for the donated property and a Deed of Easement for the public utility easement.

Alternatives:

Alternatives are to: 1) Adopt Resolution 14-59 approving the Land Donation Agreement and accepting the accompanying Quit-Claim Deed and Deed of Easement; 2) Adopt Resolution 14-59 with any amendments the Council deems appropriate; or 3) Not adopt Resolution 14-59 and remand to Staff with directions.

Recommendation:

Staff recommends the Council adopt Resolution 14-59 approving the Land Donation Agreement and accepting the accompanying Quit-Claim Deed and Deed of Easement.

RESOLUTION 14-59

A RESOLUTION APPROVING THE LAND DONATION AGREEMENT BETWEEN LAYTON CITY CORPORATION AND WAYNE BELLEAU AND TETON INVESTMENT HOLDING, LP n/k/a TETON INVESTMENT HOLDING, LLC, REGARDING PROPERTY TO BE ACQUIRED FOR THE CONSTRUCTION OF A PUBLIC RIGHT-OF-WAY AND A PUBLIC UTILITY EASEMENT, AND ACCEPTING THE RESPECTIVE DEEDS FOR THE DONATED PROPERTY AND EASEMENT.

WHEREAS, the City intends to construct a public right-of-way connecting Antelope Drive to 2250 North at approximately 1300 West; and

WHEREAS, in order to perform the construction and maintain necessary public utilities adjacent to the public right-of-way, the City will need to acquire a parcel of land at approximately 2250 North and 1300 West and a public utility easement adjacent to the acquired parcel; and

WHEREAS, Donors presently own the property to be acquired for the public right-of-way and utility easement, and are willing to donate the necessary land and public utility easement to the City in exchange for construction of the public right-of-way; and

WHEREAS, Donors have agreed to sign the attached Land Donation Agreement, Quit-Claim Deed, and Deed of Easement regarding the land and easement donations; and

WHEREAS, the City Council determines it to be in the best interest of Layton City to approve the attached Land Donation Agreement and accept the Quit-Claim Deed and Deed of Easement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAYTON, UTAH:

1. That the Council approves the Land Donation Agreement between Layton City Corporation and Donors, which is attached hereto and incorporated herein by this reference.
2. That the Council accepts the Quit-Claim Deed and Deed of Easement from Donors to the City, which are attached hereto and incorporated herein by this reference.
3. That the Council authorizes the Mayor to execute the necessary documents.

PASSED AND ADOPTED by the City Council of Layton, Utah, this **21st day of August, 2014.**

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

Gary R. Crane

for GARY R. CRANE, City Attorney

LAND DONATION AGREEMENT

Recipient: Layton City Corporation, a municipal corporation
437 North Wasatch Drive
Layton, Utah 84041

Donors: Wayne Belleau
1412 South Legend Hills Drive
Clearfield, Utah 84015

and

Teton Investment Holding, LP
n/k/a Teton Investment Holding, LLC
1572 North Woodland Park Drive, Suite 505
Layton, Utah 84041

The parcels of real property that are the subject of this Agreement are situated in Layton City, Davis County, State of Utah and are located at approximately 2250 North and 1300 West, and more particularly described on the attached Exhibit "A," which is attached hereto and incorporated herein by this reference.

WHEREAS, Layton City (hereinafter "CITY") proposes to construct a public road, curb, and gutter at approximately 1300 West, Layton, Utah, and running from approximately Antelope Drive to 2250 North; and

WHEREAS, the CITY also proposes to build street lighting adjacent to the proposed public right-of-way; and

WHEREAS, Wayne Belleau and Teton Investment Holding, LP n/k/a Teton Investment Holding, LLC, (hereinafter "DONORS"), owns property that will be directly affected by the construction and improvements; and

WHEREAS, the proposed right-of-way will provide improved access and value to DONORS' property, and will be a substantial benefit to DONORS; and

WHEREAS, DONORS desire to donate certain real property to Layton City for use by the City as a public right-of-way for a public road, curb, and gutter, and for a public utility easement; and

WHEREAS, DONORS agree to donate approximately 24,043 square feet of DONORS' property (hereinafter "Acquired Property") for the construction of a public road, curb, and gutter; and

WHEREAS, DONORS agree to donate a five-foot wide public utility easement (hereinafter "Utility Easement") immediately west of the Acquired Property for the construction of street lighting and/or other public utilities.

THE PARTIES AGREE AS FOLLOWS:

1. **Valuation of Donation:** The value of this donation shall be established by the DONORS.

2. **Deed:** A Quit-Claim Deed for the Acquired Property and a Deed of Easement for the Utility Easement shall be made out to the CITY with title vested as follows:

LAYTON CITY CORPORATION, a municipal corporation

Title shall be subject to current taxes and restrictions, reservation, easements, rights-of-way, covenants, conditions, restrictions, liens, and encumbrances of record or apparent on the property.

3. **Title Approval:** CITY agrees to acquire, at CITY's option, an owner's standard title policy to CITY for the amount of donation with the usual exceptions, or an abstract extending down to the date of the Deed showing good marketable title in DONORS. CITY shall have a reasonable time to examine the title report before delivery of the Deed. Acceptance of the property shall be subject to the approval of the preliminary title report by both parties. CITY shall pay for the title insurance policy.

4. **Closing Date:** This transaction shall close and the Deed or contract shall be delivered on or before August 29, 2014.

5. **Right of Early Entry:** Beginning August 11, 2014, the CITY shall have the right to possess, enter, and use the Acquired Property and Utility Easement, and to begin construction of the right-of-way and improvements. This right shall continue until closing has taken place and the Deeds have been recorded, at which time this right will merge into the interests conveyed to the CITY by Deed.

6. **Approval:** This donation requires acceptance by the Layton City Council by Resolution. All documents are to have the approval of the City Attorney's Office.

7. **Prorations:** Taxes and assessments shall be prorated as of the date of closing based upon the latest figures available.

8. **Expenses:** Closing expenses shall be paid by the CITY.

9. **Default:** If CITY refuses to proceed with the transaction and complete the contract according to its terms and condition, DONORS shall retain title and recover any actual damage done to the real property. The acceptance thereof by DONORS under this clause shall abdicate and obviate the right of DONORS to further pursue and enforce this contract and to seek and recover further damages, if any, on account of such failure.

10. **Special Provisions:** The CITY agrees to construct a public road, curb, and gutter on the Acquired Property at the CITY's expense.

The CITY will stub water and storm drain lines to DONORS' property at the CITY's expense.

The CITY will construct street lighting in the Utility Easement at the CITY's expense.

The CITY may access, occupy, and use DONORS' property to construct the proposed improvements and utilities. Upon completion of the improvements and utilities, the CITY shall restore DONORS' property to the same or substantially similar condition as before construction began, except as otherwise specified in this Agreement.

11. **Sewer Line:** DONORS and the CITY have agreed that as part of the work, the CITY will also construct a sewer line from University Park Boulevard to DONORS' property. The approximate location of the sewer line is set forth in Exhibit "B."

DONORS shall pay all costs of work associated with the sewer line. The CITY will construct the sewer line and send an invoice to DONORS for reimbursement. DONORS shall reimburse the CITY for the full amount invoiced no later than December 31, 2014. DONORS shall be jointly and severally responsible to reimburse the CITY for the sewer line construction.

The estimated cost to construct the sewer line is described in the attached Exhibit "C." The estimated cost in Exhibit "C" is for information only, and shall not be binding on either party. DONOR shall reimburse the CITY for actual expenditures on the sewer line construction, and not the estimated cost.

12. **Representations:** CITY declares that the property has been personally inspected and the same is being purchased upon personal examination and judgment and not through any representation made by DONORS or DONORS' agent, as to its location, value, future value, or zoning.

13. **Attorney's Fees:** If either party fails to comply with the terms of this Agreement, said party shall pay all expenses of enforcing the Agreement, or any right arising out of the breach thereof, including reasonable attorney's fees.

14. **Entire Agreement:** The terms of this Agreement constitute the entire preliminary contract between the parties, and any modifications must be in writing and signed by both parties.

This is a legally binding document. If not understood, seek competent advice.

DATED this ____ day of _____, 2014.

LAYTON CITY CORPORATION

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

APPROVED AS TO FORM:

Gary R. Crane
for GARY R. CRANE, City Attorney

DONORS

WAYNE BELLEAU, Individual

Date

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 20____, personally appeared before me WAYNE BELLEAU, an Individual, who, being by me duly sworn, did say that he is the signer of the above and foregoing and that the information contained therein is true and correct to the best of his knowledge.

NOTARY PUBLIC

GARY M. WRIGHT, Manager
TETON INVESTMENT HOLDING, LP,
n/k/a TETON INVESTMENT HOLDING,
LLC

Date

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2014, personally appeared before me GARY M. WRIGHT, who being by me duly sworn did say that he is the Manager of Teton Investment Holding, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said company by full authority, and he acknowledged to me that said company executed the same.

NOTARY PUBLIC

EXHIBIT "A"

Legal description for the Acquired Property for a public right-of-way:

BEGINNING AT A POINT ON THE SOUTH LINE OF 2250 NORTH STREET, SAID POINT ALSO BEING LOCATED ON THE NORTH LINE OF THE CORPORATE LIMITS OF LAYTON CITY, SAID POINT BEING LOCATED NORTH 00°10'30" EAST ALONG THE EAST LINE OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 1318.08 FEET AND WEST 694.36 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE SOUTH 00°11'03" WEST 779.50 FEET TO THE NORTH LINE OF PROPERTY OWNED BY THE UTAH STATE ROAD COMMISSION; THENCE NORTH 54°35'27" WEST ALONG SAID NORTH LINE 8.47 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A 416.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19°59'10" A DISTANCE OF 145.28 FEET (CHORD BEARS NORTH 09°53'20" WEST 144.55 FEET); THENCE NORTH 00°06'19" EAST 626.80 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 14.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21°13'20" A DISTANCE OF 5.37 FEET (CHORD BEARS NORTH 10°30'20" WEST 5.34 FEET) TO THE SOUTH LINE OF SAID 2250 NORTH; THENCE NORTH 89°46'27" EAST 34.06 FEET TO THE POINT OF BEGINNING.

CONTAINS - 24, 043 SQ. FT. 0.55 ACRES

Legal description for the Utility Easement:

BEGINNING AT A POINT ON THE SOUTH LINE OF 2250 NORTH, SAID POINT ALSO BEING LOCATED ON THE NORTH LINE OF THE CORPORATE LIMITS OF LAYTON CITY, SAID POINT BEING LOCATED NORTH 00°10'30" EAST ALONG THE EAST LINE OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 1317.95 FEET AND WEST 728.41 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THENCE RUNNING SOUTHEASTERLY ALONG THE ARC OF A 14.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 21°13'20" A DISTANCE OF 5.37 FEET (CHORD BEARS SOUTH 10°30'20" EAST 5.34 FEET); THENCE SOUTH 00°06'19" WEST 626.80 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 416.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19°59'10" A DISTANCE OF 145.28 FEET (CHORD BEARS SOUTH 09°53'20" EAST 144.55 FEET) TO A POINT ON THE NORTH LINE OF PROPERTY OWNED BY THE UTAH STATE ROAD COMMISSION; THENCE NORTH 54°33'41" WEST ALONG SAID NORTH LINE 8.68 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A 421.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19°01'00" A DISTANCE OF 139.89 FEET (CHORD BEARS NORTH 09°24'10" WEST 139.25 FEET) THENCE NORTH 00°06'19" EAST 626.82 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 9.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33°10'40" A DISTANCE OF 5.50 FEET (CHORD BEARS NORTH 16°36'30" WEST 5.42 FEET) TO THE SOUTH LINE OF SAID 2250 NORTH; THENCE NORTH 89°46'27" EAST 5.58 FEET TO THE POINT OF BEGINNING.

CONTAINS - 3,874 SQ. FT. 0.09 ACRES

EXHIBIT "B"



EXHIBIT "C"

LAYTON CITY CORPORATION

THE ANTELOPE FRONTAGE ROAD CONSTRUCTION, Project 14-58

Bid Opening July 1, 2014, 2:00 p.m.

Engineer's Estimate:
\$500,000

			1		2		3		4		5			
			Staker & Parson Co.		Post Construction		Wardell Brothers		Geneva Rock Products		Granite Construction			
DESCRIPTION	QTY	Unit	(\$)	Per	TOTAL (\$)	(\$)	Per	TOTAL (\$)	(\$)	Per	TOTAL (\$)	(\$)	Per	TOTAL (\$)
Sched. A- Street Construction														
1. Excavate RoW	1	LS	36,825.00		\$36,825.00	\$35,000.00		\$35,000.00	\$29,780.00		\$29,780.00	\$33,500.00		\$33,500.00
2. F&I 8" & 6" thick roadbase material	2,000	TN	17.70		\$35,400.00	\$22.50		\$45,000.00	\$26.00		\$52,000.00	\$21.00		\$42,000.00
3. F&I PG Asphalt - 4" thick	950	TN	53.65		\$50,967.50	\$62.00		\$58,900.00	\$65.00		\$61,750.00	\$61.00		\$57,950.00
4. F&I subgrade material 12" thick	2,620	TN	13.20		\$34,584.00	\$18.00		\$47,160.00	\$14.00		\$36,680.00	\$15.00		\$39,300.00
5. Const. stan. concrete C&G	2,355	LF	12.05		\$28,377.75	\$13.25		\$31,203.75	\$14.00		\$32,970.00	\$16.00		\$37,680.00
6. Rem. exst. C&G in const. area	62	LF	7.15		\$443.30	\$10.00		\$620.00	\$5.00		\$310.00	\$8.00		\$496.00
7. Const. stan. drive approach	160	LF	29.75		\$4,760.00	\$30.00		\$4,800.00	\$45.00		\$7,200.00	\$38.00		\$6,080.00
8. Const. 2" asphalt driveway tie-in	200	SF	5.85		\$1,170.00	\$6.25		\$1,250.00	\$5.00		\$1,000.00	\$12.00		\$2,400.00
9. R&R exst. approach w/ C&G	1	LS	1,203.00		\$1,203.00	\$3,000.00		\$3,000.00	\$2,900.00		\$2,900.00	\$1,600.00		\$1,600.00
10. F&I signage & striping	1	LS	4,900.00		\$4,900.00	\$1,500.00		\$1,500.00	\$4,875.00		\$4,875.00	\$5,400.00		\$5,400.00
Schedule A Total					\$198,630.55			\$228,433.75			\$229,465.00			\$226,406.00
														\$310,282.00

Sched. B - Storm Drain Construct														
1. F&I 15" Class III, C-76 concrete pipe	105	LF	31.50		\$3,307.50	\$31.50		\$3,307.50	\$55.00		\$5,775.00	\$63.00		\$6,615.00
2. F&I 18" Class III, C-76 concrete pipe	738	LF	33.20		\$24,501.60	\$33.00		\$24,354.00	\$37.00		\$27,306.00	\$37.00		\$27,306.00
3. F&I 3/4" gravel for pipe bedding	350	TN	19.65		\$6,877.50	\$19.00		\$6,650.00	\$17.00		\$5,950.00	\$16.00		\$5,600.00
4. F&I 1-1/2" gravel material-trench back	950	TN	18.55		\$17,622.50	\$18.50		\$17,575.00	\$18.00		\$15,200.00	\$15.00		\$14,250.00
5. Const. hooded inlet box w/ bic safe grates	2	EA	1,889.00		\$3,778.00	\$1,900.00		\$3,800.00	\$2,350.00		\$4,700.00	\$2,600.00		\$5,200.00
6. Const. dble. inlet box w/ bic safe grate	2	EA	2,157.00		\$4,314.00	\$2,100.00		\$4,200.00	\$2,950.00		\$5,900.00	\$3,300.00		\$6,600.00
7. Const. stan. C/O box with MH lid	4	EA	2,692.00		\$10,768.00	\$2,700.00		\$10,800.00	\$2,450.00		\$9,800.00	\$3,000.00		\$12,000.00
8. Const. 5' SD Manhole	1	EA	2,575.00		\$2,575.00	\$2,575.00		\$2,575.00	\$2,800.00		\$2,800.00	\$3,500.00		\$3,500.00
9. Rem. exst." SDMH & pipe w/ Frntg. Rd RoW	1	LS	1,870.00		\$1,870.00	\$1,850.00		\$1,850.00	\$2,150.00		\$2,150.00	\$1,800.00		\$1,800.00
10. Flush & TV new SD lines	1	LS	1,942.00		\$1,942.00	\$1,950.00		\$1,950.00	\$2,650.00		\$2,650.00	\$1,900.00		\$1,900.00
Schedule B Total					\$77,556.10			\$77,061.50			\$82,231.00			\$84,771.00
														\$86,831.00

Sched. C- SS Construction														
1. F&I 8" PVC D-3034 SS pipe	1048	LF	18.45		\$19,335.60	\$18.50		\$19,388.00	\$34.00		\$35,632.00	\$33.00		\$34,584.00
2. Const. stan. 4' diameter manhole	4	EA	2,593.00		\$10,372.00	\$2,600.00		\$10,400.00	\$2,340.00		\$9,360.00	\$3,500.00		\$12,250.00
3. Const. stan. 5' diameter manhole	2	EA	3,157.00		\$6,314.00	\$3,150.00		\$6,300.00	\$4,650.00		\$9,300.00	\$4,700.00		\$9,400.00
4. F&I 1-1/2" gravel material-pipe beddin	2300	TN	18.55		\$42,665.00	\$18.50		\$42,550.00	\$15.00		\$34,500.00	\$15.00		\$34,500.00
5. Flush & TV new SS line	1	LS	2,190.00		\$2,190.00	\$2,500.00		\$2,500.00	\$1,800.00		\$1,800.00	\$1,900.00		\$1,900.00
Schedule C Total					\$80,876.60			\$81,138.00			\$90,592.00			\$94,384.00
														\$88,584.00

Sched. D - Water Construction														
1. F&I 8" culinary waterline	550	LF	32.55		\$17,902.50	\$33.00		\$18,150.00	\$32.00		\$17,600.00	\$39.00		\$21,450.00
2. F&I new fire hydrant	3	EA	4,897.00		\$14,691.00	\$4,900.00		\$14,700.00	\$3,750.00		\$11,250.00	\$4,900.00		\$14,700.00
3. F&I sand bedding material	100	TN	13.20		\$1,320.00	\$13.00		\$1,300.00	\$13.00		\$1,300.00	\$11.00		\$1,100.00
4. F&I sand for trench backfill	750	TN	13.20		\$9,900.00	\$14.00		\$10,500.00	\$12.00		\$9,000.00	\$11.00		\$8,250.00
5. Hot-tap new 8" to exst." main	1	EA	3,981.00		\$3,981.00	\$3,900.00		\$3,900.00	\$4,200.00		\$4,200.00	\$3,600.00		\$3,600.00
Schedule D Total					\$47,794.50			\$48,550.00			\$43,350.00			\$49,100.00
														\$54,050.00

Sched. E - Miscellaneous Construction														
1. F&I 1-1/2" SCH40 PVC St. Ltg. conduit	2400	LF	5.60		\$13,440.00	5.50		\$13,200.00	6.00		\$14,400.00	6.00		\$14,400.00
2. F&I Carson L 1419-12 splice box	2	EA	992.10		\$1,984.20	1000.00		\$2,000.00	920.00		\$1,840.00	1,100.00		\$2,200.00
3. F&I 4- 1-1/2" HDPE fiber optic conduit	1011	LF	10.90		\$11,019.90	11.00		\$11,121.00	9.00		\$9,099.00	12.00		\$12,132.00
4. F&I fiber optic pull box/hand holes	2	EA	1,323.00		\$2,646.00	350.00		\$700.00	1,220.00		\$2,440.00	1,500.00		\$3,000.00
5. Remove & replace existing tree	1	EA	1,100.00		\$1,100.00	1000.00		\$1,000.00	650.00		\$650.00	970.00		\$970.00
6. R&R exst. UDOT RoW fence	30	LF	33.50		\$1,005.00	\$50.00		\$1,500.00	\$5.00		\$150.00	120.00		\$3,600.00
Schedule E Total					\$31,195.10			\$29,521.00			\$28,579.00			\$36,302.00
														\$33,372.00

Schedule A Street	\$198,630.55	\$228,433.75	\$229,465.00	\$226,406.00	\$310,282.00
Schedule B - SD	\$77,556.10	\$77,061.50	\$82,231.00	\$84,771.00	\$86,831.00
Schedule C - Sewer	\$80,876.60	\$81,138.00	\$90,592.00	\$94,384.00	\$88,584.00
Schedule D - Water	\$47,794.50	\$48,550.00	\$43,350.00	\$49,100.00	\$54,050.00
Schedule E -Misc. Const.	\$31,195.10	\$29,521.00	\$28,579.00	\$36,302.00	\$33,372.00
Project Total	\$436,052.85	\$464,704.25	\$474,217.00	\$490,963.00	\$573,119.00

Mail filed copy to:

Layton City Corporation
437 North Wasatch Drive
Layton, Utah 84041

QUIT-CLAIM DEED

WAYNE BELLEAU, of 1412 South Legend Hills Drive, Clearfield, County of Davis, State of Utah, and TETON INVESTMENT HOLDING, LP n/k/a TETON INVESTMENT HOLDING, LLC, of 1572 North Woodland Park Drive, Suite 505, Layton, County of Davis, State of Utah, GRANTORS, hereby **QUIT-CLAIM** to LAYTON CITY CORPORATION, a municipal corporation, GRANTEE, of 437 North Wasatch Drive, Layton, County of Davis, State of Utah, for the sum of Ten Dollars (\$10.00) and/or other valuable consideration, the following described tract of land in Davis County, State of Utah:

Any interest in the following described property:

BEGINNING AT A POINT ON THE SOUTH LINE OF 2250 NORTH STREET, SAID POINT ALSO BEING LOCATED ON THE NORTH LINE OF THE CORPORATE LIMITS OF LAYTON CITY, SAID POINT BEING LOCATED NORTH 00°10'30" EAST ALONG THE EAST LINE OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 1318.08 FEET AND WEST 694.36 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION AND RUNNING THENCE SOUTH 00°11'03" WEST 779.50 FEET TO THE NORTH LINE OF PROPERTY OWNED BY THE UTAH STATE ROAD COMMISSION; THENCE NORTH 54°35'27" WEST ALONG SAID NORTH LINE 8.47 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A 416.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19°59'10" A DISTANCE OF 145.28 FEET (CHORD BEARS NORTH 09°53'20" WEST 144.55 FEET); THENCE NORTH 00°06'19" EAST 626.80 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 14.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21°13'20" A DISTANCE OF 5.37 FEET (CHORD BEARS NORTH 10°30'20" WEST 5.34 FEET) TO THE SOUTH LINE OF SAID 2250 NORTH; THENCE NORTH 89°46'27" EAST 34.06 FEET TO THE POINT OF BEGINNING.

CONTAINS - 24, 043 SQ. FT. 0.55 ACRES

ENCOMPASSED WITHIN PARCEL NO(S). 09-023-0085

APPROVED AS TO FORM
BY 

WITNESS the hand of said Grantor, this _____ day of _____, 2014.

GRANTORS

WAYNE BELLEAU

Date

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2014, personally appeared before me WAYNE BELLEAU, who, being by me duly sworn, did say that he is the signer of the above and foregoing and that the information contained therein is true and correct to the best of his knowledge.

NOTARY PUBLIC

GARY M. WRIGHT, Manager
TETON INVESTMENT HOLDING, LP
n/k/a TETON INVESTMENT HOLDING,
LLC

Date

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2014, personally appeared before me GARY M. WRIGHT, who being by me duly sworn did say that he is the Manager of TETON INVESTMENT HOLDING, LP n/k/a TETON INVESTMENT HOLDING, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said company by full authority, and he acknowledged to me that said company executed the same.

NOTARY PUBLIC

The Quit-Claim Deed signed by WAYNE BELLEAU and GARY M. WRIGHT, Manager, dated the ____ day of _____, 2014, has been accepted by Layton City on the ____ day of _____, 2014.

ROBERT J STEVENSON, Mayor

ATTEST:

THIEDA WELLMAN, City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2014, personally appeared before me ROBERT J STEVENSON, who duly acknowledged to me that he is the MAYOR of LAYTON CITY, and that the document was signed by him in behalf of said corporation, and ROBERT J STEVENSON acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

Mail filed copy to:

Layton City Corporation
437 North Wasatch Drive
Layton, Utah 84041

DEED OF EASEMENT
(Utility Easement)

WAYNE BELLEAU, of 1412 South Legend Hills Drive, Clearfield, County of Davis, State of Utah, and TETON INVESTMENT HOLDING, LP n/k/a TETON INVESTMENT HOLDING, LLC, of 1572 North Woodland Park Drive, Suite 505, Layton, County of Davis, State of Utah, GRANTORS, hereby **WARRANT and DEED** to LAYTON CITY CORPORATION, a municipal corporation, GRANTEE, of 437 North Wasatch Drive, Layton, County of Davis, State of Utah, for the sum of Ten Dollars (\$10.00) and/or other valuable consideration, the following interest in a described tract of land in Davis County, State of Utah:

A public utility and drainage easement on the following described property:

BEGINNING AT A POINT ON THE SOUTH LINE OF 2250 NORTH, SAID POINT ALSO BEING LOCATED ON THE NORTH LINE OF THE CORPORATE LIMITS OF LAYTON CITY, SAID POINT BEING LOCATED NORTH 00°10'30" EAST ALONG THE EAST LINE OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN 1317.95 FEET AND WEST 728.41 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION; THENCE RUNNING SOUTHEASTERLY ALONG THE ARC OF A 14.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 21°13'20" A DISTANCE OF 5.37 FEET (CHORD BEARS SOUTH 10°30'20" EAST 5.34 FEET); THENCE SOUTH 00°06'19" WEST 626.80 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 416.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 19°59'10" A DISTANCE OF 145.28 FEET (CHORD BEARS SOUTH 09°53'20" EAST 144.55 FEET) TO A POINT ON THE NORTH LINE OF PROPERTY OWNED BY THE UTAH STATE ROAD COMMISSION; THENCE NORTH 54°33'41" WEST ALONG SAID NORTH LINE 8.68 FEET TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A 421.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19°01'00" A DISTANCE OF 139.89 FEET (CHORD BEARS NORTH 09°24'10" WEST 139.25 FEET) THENCE NORTH 00°06'19" EAST 626.82 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 9.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33°10'40" A DISTANCE OF 5.50 FEET (CHORD BEARS NORTH 16°36'30" WEST 5.42 FEET) TO THE SOUTH LINE OF SAID 2250 NORTH; THENCE NORTH 89°46'27" EAST 5.58 FEET TO THE POINT OF BEGINNING.

CONTAINS - 3,874 SQ. FT. 0.09 ACRES

ENCOMPASSED WITHIN PARCEL NO. 09-023-0085

APPROVED AS TO FORM
BY *Joe Miller*

WITNESS the hand of said Grantors, this _____ day of _____, 2014.

GRANTORS

WAYNE BELLEAU

Date

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2014, personally appeared before me WAYNE BELLEAU, who, being by me duly sworn, did say that he is the signer of the above and foregoing and that the information contained therein is true and correct to the best of his knowledge.

NOTARY PUBLIC

GARY M. WRIGHT, Manager
TETON INVESTMENT HOLDING, LP,
n/k/a TETON INVESTMENT HOLDING,
LLC

Date

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2014, personally appeared before me GARY M. WRIGHT, who being by me duly sworn did say that he is the Manager of TETON INVESTMENT HOLDING, LP n/k/a TETON INVESTMENT HOLDING, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said company by full authority, and he acknowledged to me that said company executed the same.

NOTARY PUBLIC

The DEED OF EASEMENT (Utility Easement) signed by WAYNE BELLEAU and GARY M. WRIGHT, Manager, dated the _____ day of _____, 2014, has been accepted by Layton City on the _____ day of _____, 2014.

ROBERT J STEVENSON, MAYOR

ATTEST:

THIEDA WELLMAN, CITY RECORDER

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2014, personally appeared before me ROBERT J STEVENSON, who duly acknowledged to me that he is the MAYOR of LAYTON CITY, and that the document was signed by him in behalf of said corporation, and ROBERT J STEVENSON acknowledged to me that said corporation executed the same.

NOTARY PUBLIC